GOVERNMENT OF KARNATAKA

B**angalore Water Supply and Sewerage Board**

REQUEST FOR PROPOSALS (RFP)

FOR

PROJECT MONITORING CONSULTANCY SERVICES FOR THE WORK OF PROJECT MONITORING CONSULTANCY FOR THE WORK OF (I) DESIGN AND CONSTRUCTION OF NEW 10 MLD CAPACITY STP WITH SBR TECHNOLOGY IN LIEU OF EXISTING 5 MLD STP AT MALLATHAHALLI, (II) DESIGN AND CONSTRUCTION OF UP-GRADATION OF EXISTING 20 MLD CAPACITY STP AND CAPACITY AUGMENTATION TO 35 MLD AT DODDABELE WITH SBR TECHNOLOGY AND CONSTRUCTION OF NEW TSPS WITH INLET GRIT CHAMBER OF 15 MLD CAPACITY, (III) DESIGN AND CONSTRUCTION OF NEW 10 MLD CAPACITY STP WITH SBR TECHNOLOGY IN LIEU OF EXISTING 1 MLD STP AT KEMPAMBUDHI (IV) UPGRADATION OF EXISTING 75 MLD CAPACITY AUGMENTATION TO 100 MLD AT MAILASANDRA WITH ACTIVATED SLUDGE PROCESS (ASP) TECHNOLOGY AND CONSTRUCTION OF NEW 25 MLD TSPS WITH INLET GRIT CHAMBER AT MAILASANDRA, BANGALORE.

(ONLY THROUGH KARNATAKA PUBLIC PROCUREMENT PORTAL)

TENDER DOCUMENT

Office of the Engineer-in Chief,

B**angalore Water Supply and Sewerage Board**

2nd Floor, Cauvery Bhavan, KG Road, Bengaluru- 560 009
Email ID: eic@bwssb.gov.in

PARTICULARS OF TENDER

TENDER REFERENCE :	:	No. BWSSB/ EIC/ACE(WWM-P-West)/ DCE (WWM-E&W) /TA-2/577 /2023-24. Dt: 30.05.2023
NAME OF THE WORK	:	Project Monitoring Consultancy Services for the Work of (i) Design and Construction of New 10 MLD Capacity STP with SBR Technology in lieu of existing 5 MLD STP at Mallathahalli, (ii) Design and Construction of Up-Gradation of existing 20 MLD Capacity STP and Capacity augmentation to 35 MLD at Doddabele with SBR technology and Construction of New TSPS with inlet grit chamber of 15 MLD capacity, (iii) Design and Construction of New 10 MLD Capacity STP with SBR technology in lieu of existing 1 MLD STP at Kempambudhi (iv) Upgradation of existing 75 MLD Capacity Augmentation to 100 MLD at Mailasandra with Activated Sludge Process (ASP) Technology and Construction of New 25 MLD TSPS with Inlet Grit Chamber at Mailasandra, Bangalore.
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	07.06.2023 at 17.29 Hrs
PRE BID MEETING		
DATE AND TIME OF OPENING OF TECHNICAL TENDERS	:	08.06.2023 at 17.30 Hrs
EARNEST MONEY DEPOSIT	:	**Rs. 5,21,000/-** (Rupees Five Lakh Twenty One Thousand only) The **EMD** shall be paid through KPPP.
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of the Enigneer-in Chief, B**angalore Water Supply and Sewerage Board** 2nd Floor, Cauvery Bhavan, KG Road, Bengaluru- 560 009
TIME AND DATE OF	:	Will be intimated to the qualified Tenderers

OPENING OF FINANCIAL TENDERS		
PLACE OF OPENING OF PRICE TENDER	:	Office of the Engineer-in Chief, B**angalore Water Supply and Sewerage Board** 2nd Floor, Cauvery Bhavan, KG Road, Bengaluru- 560 009
ADDRESS FOR COMMUNICATION	:	Office of the Engineer-in Chief, B**angalore Water Supply and Sewerage Board** 2nd Floor, Cauvery Bhavan, KG Road, Bengaluru- 560 009
CONTRACT DOCCUMENT REFERENCE		Quality and Cost Based Selection **(QCBS)** as per K/C-2

NOTE:

1. Incomplete bids will not be accepted and will not be considered for bid evaluation

2.The right to accept/reject any or all the bids without assigning any reason vests with Bangalore Water Supply and Sewerage Board.

Section-1 INVITATION FOR TENDER (IFT)

Section-2 INFORMATION TO CONSULTANTS (ITC)

Section-3 DATA SHEET

Section- 4 FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Section-5 FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL

Section-6 TERMS OF REFERENCE (TOR)

BANGALORE WATER SUPPLY AND SEWERAGE BOARD
Office of The Executive Engineer
WWM-Project H&A Valley, Opp. Nagavara Lake, BDA Outer Ring Road, Bengaluru- 560024
Website **https://www.kppp.karnataka.gov.in**
Telephone: 9036560649

SECTION-1

INVITATION FOR TENDER (IFT)

(Through Karnataka Public Procurement Portal)

IFT No. BWSSB/ EIC/ACE(WWM-P-West)/ DCE (WWM-E&W) /TA-2/576/2023-24.
Dt: 30. 05.2023

The Engineer in Chief invites tender from eligible tenderers, for the "**Project Monitoring Consultancy Services for the Work of (i) Design and Construction of New 10 MLD Capacity STP with SBR Technology in lieu of existing 5 MLD STP at Mallathahalli, (ii) Design and Construction of Up-Gradation of existing 20 MLD Capacity STP and Capacity augmentation to 35 MLD at Doddabele with SBR technology and Construction of New TSPS with inlet grit chamber of 15 MLD capacity, (iii) Design and Construction of New 10 MLD Capacity STP with SBR technology in lieu of existing 1 MLD STP at Kempambudhi (iv) Upgradation of existing 75 MLD Capacity Augmentation to 100 MLD at Mailasandra with Activated Sludge Process (ASP) Technology and Construction of New 25 MLD TSPS with Inlet Grit Chamber at Mailasandra, Bangalore**" detailed in the Table below. Tenderers are requested to submit their Tender, EMD and details of their capability to undertake the tender (as detailed in ITT Clause – 3&6) in Karnataka Public Procurement Portal. Price tender will be opened only if the Tenderes are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenders to qualify for award of the contract.

1. Tender documents may be downloaded through the **Karnataka Public Procurement portal https://www.kppp.karnataka.gov.in** in website only from **31.05.2023 to 07.06.2023.** Interested Tenderers may obtain further information by accessing the same website.

2. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the tender documents and shall have to be valid for 45 days beyond the validity of the tender.

3. The last date and time for receipt of tenders in the Electronic tender box in website **https://www.kppp.karnataka.gov.in** is **07.06.2023** at **17.29 hrs.** The bids will be opened at the office on **08.06.2023** at **17.30 hrs**. If the bid opening day remains as public holiday, Bids will be opened on the next working day at the original stipulated time.

4. The other details can be seen in the tender documents.

Sl. No	Name of Work	Tender Processing Fees	Amount put to Tender Rs. in Lakh (Approx) (Excluding GST)	Bid Security Rs.	Period of completion
(1)	(2)	(3)	(4)	(5)	(6)
1	"Project Monitoring Consultancy Services for the Work of (i) Design and Construction of New 10 MLD Capacity STP with SBR Technology in lieu of existing 5 MLD STP at Mallathahalli, (ii) Design and Construction of Up-Gradation of existing 20 MLD Capacity STP and Capacity augmentation to 35 MLD at Doddabele with SBR technology and Construction of New TSPS with inlet grit chamber of 15 MLD capacity, (iii) Design and Construction of New 10 MLD Capacity STP with SBR technology in lieu of existing 1 MLD STP at Kempambudhi (iv) Upgradation of existing 75 MLD Capacity Augmentation to 100 MLD at Mailasandra with Activated Sludge Process (ASP) Technology and Construction of New 25 MLD TSPS with Inlet Grit Chamber at Mailasandra, Bangalore"	To be specified by Karnataka Public Procurement portal	**346.80**	**Rs. 5,21,000**	**24 Months**

5. Earnest Money Deposit shall be paid through any one of the forms OTC, NEFT, DEBIT CARD and CREDIT CARD through **Karnataka Public Procurement Portal** only. The value of the bid Security/EMD is as mentioned in the table above in column no.05.
6. The cost of the tender document once paid will not be refunded.
7. Uploading signed copy of Form of Tender should be mandatory.
8. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.
9. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 1030 hrs to 1700hrs.

Engineer-in Chief,

B**angalore Water Supply and Sewerage Board**

2nd Floor, Cauvery Bhavan, KG Road, Bengaluru- 560 009

Email ID: eic@bwssb.gov.in

Or **visit Website https://www.kppp.karnataka.gov.in**

10. List of documents to support qualification of bidder is to be uploaded to the Karnataka Public Procurement portal website **https://www.kppp.karnataka.gov.in**
11. Bidders shall submit offers that comply with the requirements of the bid document, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered. The attention of the bidders is drawn to clause 23 regarding the rejection of the bids, which are not substantially responsive to the requirement of the bid document.
12. Other details can be read from the tender documents.

Engineer-in Chief,

B**angalore Water Supply and Sewerage Board**

2nd Floor, Cauvery Bhavan, KG Road,

Bengaluru- 560 009

Email ID: eic@bwssb.gov.in

SECTION 2: INFORMATION TO CONSULTANTS (ITC)

2 INTRODUCTION

2.1 The consultants are hereby invited to submit a proposal for consulting services required for the assignment named in the attached Letter of Invitation. Consultant's proposal could form the basis for future negotiations and ultimately a contract between the Consultancy Firm and the Engineer-in-Cheif BWSSB.

2.2 A brief description of the assignment and its objectives are given in the Terms of reference (TOR).

2.3 To obtain first-hand information on the assignment and on the local conditions, the consultants may contact Engineer-in-Cheif BWSSB

2.4 Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) BWSSB is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without there by incurring any liability to the Consultants.

2.5 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

2.6 BWSSB's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, BWSSB:-

(a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "Collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at

artificial, non-competitive levels;

(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) Will reject a proposal for award if it determines that the Consultant recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

(d) will have the right to require that a provision be included requiring consultants to permit the Engineer-in-Cheif BWSSB to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Engineer-in-Cheif, Bangalore Water Supply and Sewerage Board.

2.7 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

Proposals submitted by the consultants, who were blacklisted or debarred from any government agency or any external funding agency as on date of submission of bid. An undertaking letter to this extent need to be submitted by the Consultants as part of their Technical Bid (Part-1)

2.8 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2.9 Consultants Key persons CV's already engaged in any other projects shall not be considered for Technical Proposal, same will be treated Nil in evaluation.

3.0 CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

3.1 Consultants may request a clarification of any of the RFP documents upto the number of days indicated in the Data Sheet before the Pre Bid date. Any request for clarification must be sent in writing by paper mail, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by Facsimile, or electronic mail to such

requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry)to all invited consultants who intend to submit proposals.

3.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum shall be published through KPPP Portal. The Client may at its discretion extend the deadline for the submission of Proposals.

4 PREPARATION OF PROPOSAL

4.1 Consultants are requested to submit their proposal in Two Parts in 2 separate-envelopes /packages and upload properly through KPPP portal.

The two parts are:

Part1: Technical

Proposal Part2:

Financial Proposal.

The proposal shall be written in English language.

Proposal submission is through Karnataka Public Procurement Portal and hard copies are not required to be submitted.

4.2 This submission shall contain all the details as specified in the Data sheet **Part** 1**: Technical Proposal**

4.3 Consultant firms are expected to examine all terms and conditions included in the documents. Failure to provide all requested information will be at their risk and may result in rejection of your proposal.

Earnest Money Deposit of the required amount as specified in the Data sheet is to be submitted through KPPP portal and upload in their Proposal necessary documents.

4.4 During preparation of the Technical Proposal, Consultant firm may give particular attention on the following:

(a) The estimated minimum number of man months for the assignment is stated in the Terms of Reference and Data Sheet for consultant's information. The proposal shall however be based on the number of professional key staff and technical support staff months estimated by the consultant firm and shall not be less than the minimum specified in the Data Sheet. This is a key criteria that will be considered during Technical Proposal evaluation (Stage-1evaluation)

(b) It is desirable that the majority of the key professional staff proposed should be permanent staff of the firm. The Permanent staff will be considered those employed with the firm for at least 6 months and above.

(c) No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

(d) A good working knowledge of the English language specified in the

data sheet is essential for key professional staff on this assignment. Reports must be in the language(s) specified in the data sheet.

(e) Replacement during execution period shall not be permitted other than natural calamities like, death or sever health issues. In such cases only penalty of 5% on each replacement will not be charged.

(f) Client is having all the rights to instruct for replacement of key person, if the performance is not matching with the standards and also in case of violation of standard ethics.

4.5 Consultant's Technical Proposal must provide the following information, using but not limited to the Table 1&2 formats attached in the Appendix I.

a) A brief description of the firm's organization and an outline of recent experience of the Consultants on assignments of similar nature is to be submitted. The information which consultant shall provide on each assignment should indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

b) Any comments or suggestions on the TOR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.

c) The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;

d) CV's shall be signed by the Key Professional and the authorized representative submitting the proposal. Key information should include years with the firm and degree of responsibility held in various assignments. Unsigned CV's by both the expert and firm's authorized representative shall not be evaluated and shall be given a nil score.

e) Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and

f) Any additional information requested in Data Sheet.

4.6 The Technical Proposal **must not include any financial information**. A Technical Proposal containing any quoted financial details /bid price will be declared non-responsive.

Part 2: Financial Proposal

4.7 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms. It lists all costs associated with the Assignment, including (a) remuneration for staff and (b) Duty travel to site, (c) Office supplies, utilities and communication, reports/ documents printing. All these quotes includes Insurance, taxes etc.. as a part of the total cost.

4.8 Consultants must express the price of their services in the Local currency (Indian Rupees).

4.9 Consultancy services comes under Pure Services and hence GST is not applicable as per guidelines.

5 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

5.1 The original proposal shall be prepared and submitted through KPPP portal.

5.2 The complete Proposal shall be uploaded / submitted on KARNATAKA PUBLIC PROCUREMENT PORTAL.

5.3 The proposal must be submitted with all pages numbered serially and official seal on the pages along with an index of submissions.

5.4 Consultant's completed proposal must be submitted on or before the date and time stated in the Data Sheet.

6 PROPOSAL EVALUATION

6.1 A three-stage procedure shall be adopted in evaluating the Proposals:

(i) Eligibility Criteria for Prequalification as stipulated in Appendix-I of Data sheet

(ii) In Technical Evaluation, firms securing the minimum qualifying marks mentioned in of the RFP will be eligible for Financial evaluation

(iii) Financial Evaluation.

Technical Proposal–Part 1

6.2 The Engineer-in-Cheif BWSSB shall carry out its evaluation applying the evaluation criteria and points system specified in the data sheet Each responsive proposal shall be attributed a Technical score(St.) The Technical Proposal should score at least **75%** to be considered responsive for Financial evaluation.

Financial Proposal–Part 2

6.3 After the evaluation of Technical Proposal is completed, the Client will notify the consultants who have qualified, indicating the date and time set for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. The notification will be sent by procurement portal only.

6.4 The Financial Proposals shall be opened through **Karnataka Public Procurement Portal** in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

6.5 The financial proposals will be corrected for any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the evaluation team shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply

the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.

6.6 The Client shall determine if the financial proposal is complete and without computational errors. The lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points. The financial score of the proposals shall be computed as follows: Sf=100xFm/F (F-amount of financial proposal).

6.7 Proposals shall finally be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights indicated in the Data Sheet.

7 NEGOTIATIONS

7.1 Prior to the expiration period of validity of proposal, Bangalore Water Supply and Sewerage Board shall notify the successful firm who submitted the highest scoring proposal in writing by facsimile and invite it to negotiate the contract.

7.2 Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations.

7.3 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TOR .Agreement must then be reached on the final TOR, the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimize the required outputs from the firm within the available budget and to define clearly the inputs required from Bangalore Water Supply and Sewerage Board to ensure satisfactory implementation of the assignment.

7.4 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither there numeration rates for neither staff nor other proposed unit rates.

7.5 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the unit rates, including the man month rates).

7.6 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, BWSSB expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available. BWSSB shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or in capacity of key professional staff for reasons of health.

7.7 The negotiations shall be concluded with a review of the draft form of

Contract. BWSSB and the firm will finalize the contract to conclude negotiations.

8 AWARD OF CONTRACT

8.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant

8.2 Notification on Award of Contract for the Consultant will be made in writing to the successful Bidders by BWSSB.

8.3 The selection of consultant will be at the sole discretion of BWSSB who reserve their rights to accept or reject any or all the Bids without assigning any reason. BWSSB reserves the right to call for additional information from the Bidders consultants.

8.4 The successful firm with whom the Contract is signed is expected to commence the assignment on the date and at the location specified in the datasheet.

9 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

10 PERFORMANCE SECURITY

The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Bangalore.

SECTION - 3

DATASHEET

1. Consultants may seek clarifications on relevant aspects of the RFP till one week prior to last date of submission. No Pre-proposal conference will be held.
2. The proposal validity of the offer shall be valid for 90days after the last date of submission.

The address for requesting clarification is:

Engineer-in-Cheif,
2nd Floor, Cauvery Bhavan, KG Road, Bangalore – 560 009.
Email ID: eic@bwssb.gov.in.

1.1 Earnest Money Deposit: **Rs. 5,21,000/-** (Rupees Five Lakh Twenty One Thousand only) payable through KPPP portal only.

1.2 The **minimum** man-months which shall be considered by Consultants for preparation of the Proposal, which are considered by Client for both technical and financial bids evaluation

1.3 The Language of documents, submissions and correspondence will be English.

1.4 Other Taxes - Consultants are requested to consult Tax Consultants for details.

1.4.1 As per GST norms this consultancy service is excluded from GST.

1.5 The Consultants to state all cost in INR only.

1.6 Proposals submitted by the consultants, who were blacklisted or debarred whose services have been before completion of project deliverables, by any Central Government /State Govt Agency or any external funded financial institution /Bank/ Agency, as on date of submission of bid, will not be evaluated further. An undertaking letter to this extent need to be submitted by the Consultants as part of their Technical Bid (Stage-1 evaluation), which is mandatory and without such undertaking letter, the Bid will be treated as non-responsive and will not be evaluated further. Consultant firm must submit the completed bid online (**Karnataka Public Procurement Portal** of GoK). **All the proposals shall be submitted only on the Karnataka Public Procurement Portal**.

1.7 The last date and time of submission is 20.01.2023 upto 1600 hrs, and date of opening is on 21.01.2023 at 1700 Hrs

APPENDIX-1

Minimum Eligibility and Table 1: Details for Technical Evaluation Stage 1

1. Amount put to tender – Rs.346.80 lakhs
2. Period of completion – 24 months
3. EMD @ 1.5% amount put to tender – Rs.5.21 lakhs

To qualify for award of this contract each tenderer in its name should have the below mentioned eligibility criteria in the last 5 financial year i.e, 2018-19 to 2022-23.

Financial Criteria:

The firm should have achieved in at least two financial years a minimum financial turnover of **Rs.346.80 lakhs** in last 5 financial years. Documentary proof in the form of attested turnover certificate/balance sheet for last 5 years shall be submitted.

Eligibility Criteria:

To qualify for award of this contract, the consultant in its name should have in the last five years i.e

1. The Firm must have an office in India, operating for minimum last 10 Years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal)
2. The Firm must have an ISO:9001 certification. (A copy of the certificate must be furnished with Technical Proposal)
3. The firm should not have been blacklisted by any government / Non Government / Private agencies/organizations/institutions and funding agencies as on date of submission**.**
4. The experience and financial capability of parent company shall not be considered in case of any Indian subsidiary.
5. Bidders are not allowed to form Joint venture or Consortium with other bidders.
6. Subletting/ subcontracting of any part of design work is not permitted.
7. Firm having worked in this region is desirable.
8. Experience of personnel in consultancy organizations shall only be considered.
9. Experience of the permanent personnel who are with the firm for not less than 12 months is preferred.

10. Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bid
11. The consultants shall be registered and working / worked with BWSSB or any other Water Boards in India in similar projects. Documentary proof shall be submitted along with Bid
12. The company should not be a loss making in last 5 years (2017-18 to 2021-22). Documentary proof -shall be submitted along with Bid

Note: Necessary notarized certificates towards the above experience shall be uploaded along with the other tender documents

2. 2.Table 1

Technical Evaluation(1st Stage–Technical Evaluation of the Proposal)

S. No.	Particulars	Marks
I	**Experience of consultant**	
(i)	Experience in providing Project Management Consultancy Services for a large waste water treatment project (with ASP/SBR/latest technology) including project management, program controls, project planning and budgeting, QA/QC, risk management, design management, construction management, and facility commissioning. The project should be completed within last 5 years. Less than 8 MLD 8 MLD to 10 MLD Greater than 10 MLD	 3 4 6
(ii)	Experience in providing Project Management Consultancy Services for rehabilitation / upgradation of existing waste water treatment plant with ASP/SBR/latest technology with BNR system including project management, program controls, project planning and budgeting, QA/QC, risk management, design management, construction management, and facility commissioning. The project should be completed within last 5 years. Less than 60 MLD 60 MLD to 75 MLD Greater than 75 MLD.	 8 10 14
	Sub Total (Maximum Marks)	**20**
II	**Approach and Methodology**	
a)	Methodology	6
b)	Work plan and Innovative solutions for speedy project completion	6
c)	Organization chart and Manning Schedule	8
	Sub Total	**20**

III). Key Expert/ Person's Qualification and Experience:

The key expert/ person's qualifications and competence shall be assessed as given in **sub Table 1** and weightage for the key personnel shall be as given in **sub Table 2**.

Sub Table 1- EVALUATION OF KEY PERSONNEL QUALIFICATIONS

a) General Qualifications	
• Professional Qualifications	20%
• Length of Experience and Positions held	20%
Sub Total	**40%**
b) Adequacy for the Assignment	
• Adequacy for the assignment	60%
Sub Total	**60%**
Grand Total	**100%**

Sub Table 2 – Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed

S. No	Key Personnel/ Experts	Points
1	Environmental Engineer cum Team Leader	15
2	Process Engineer	10
3	Hydraulics Engineer	10
4	Structural Engineer	10
5	Mechanical Engineer	5

S. No	Key Personnel/ Experts	Points
6	Electrical Engineer	5
7	Instrumentation Engineer	5
	Sub Total	**60**
	Grand Total	**100**

- The consultant must achieve a minimum of 60% points in each of the items **(I), (II)** and **(III)** in Table-1 and 75% overall (average) in the Technical Proposal.

- Quality-Cost Ratio: 80: 20. (Weightage for technical proposal evaluation is 80% and that for financial proposal is 20%)

The Qualification and Experience Required for Key Staff

Sl. No.	Position	Qualification	Role and Responsibility	Relevant Experience	Total Man months
a	Team Leader– 1 No.	Post Graduate in Environmental Engineering with minimum 10 years Experience, 5 years Experience as team leader.	1. Responsible for overall management and administration of the project components during design & Construction 2. Construction Supervision, Quality monitoring, contract management 3. Establishment of Construction Management and Project performance monitoring and reporting System. 4. Assist in resolving contractual issue during implementation. 5. Preparation of progress as well as project completion report. 6. Scheduling and ensuring timely mobilization / demobilization of Team Members 7. Any other work assigned by Authority.	15 Years	24
b	Process Engineer – 1 No	Post Graduate in Environmental Engineering With Minimum 10 years experience, 5years	Review and make recommendation to STP designs submitted by contractors; Direct support engineers attending the designs, supervise process review during construction; Providing assessment and input during operation and maintenance during Deflect	15 Years	12

		experience as Process Engineer.	liability period; Review and contractor's proposed O&M supervision work program and training programs; Coordinate the contractor's commissioning works; Coordinate the contractor's O&M supervision and training; Monitor and assess the effect of training and instruct any improvement of training services if necessary		
c	Design Engineer – 1 No.	Post Graduate in Structural Engineering with minimum 10 years Experience, 5 years Experience as Design Engineer	1. Design of Wastewater Treatment Plant Works 2. Appraisals of sub projects of STP works 3. Oversee contract management and performance monitoring of the contracts 4. Ensuring the construction activities are implemented as per design in field 5. Assist in preparation of Project completion Report	15 Years	12
d	Construction Manager for Construction Site – 2 Nos.	Civil Engineering Graduate with Minimum 10 years experience	• Responsible for construction management, quality assurance and implementation of works as per design; • Preparing progress reports • Preparing and updating Implementation Schedules, including coordination with Employer for implementation works; • Support the Employer in finalizing the variation orders, notices to the contractor as per the contract stipulations. • Support the Employer in undertaking required activities and documentation required for commissioning of project facilities and issuance of provisional or final acceptance certificates as per contractual terms and conditions • Monitor contract wise progress and against contract schedules, identify and bring into notice of the Employer any potential variations during implementation, assist the Engineer in recording the reasons for delay and	10 years	24

			identify remedial actions, if any • Ensure compliance of quality and specifications of contracts under implementation by witnessing regular tests etc Health and Safety Management at site		
e	Civil Engineer – 2 Nos.	Civil Engineering Graduate with Minimum 5 years experience	1. Assists in construction Management 2. Assists the specialist in management, Design and supervision of Sub projects 3. Responsible for site supervision, quality assurance and administration of the contract under the project for the assigned sub projects. 4. Supervise the construction activity appropriately, implementation of work as per design. 5. Assist BWSSB at decision level by site engineers in certifying the quality aspect of work for the interim and Final Bills. Contract Management and Performance monitoring of the contractors.	5 years	24
f	Mechanical Engineer – 2 Nos.	Mechanical Engineering Graduate with Minimum 5 years experience	1. Design of Mechanical components 2. Review of Mechanical design components of the Project. 3. Appraisal of subprojects having mechanical component. 4. Assist Procurement 5. Oversee contract management and performance monitoring of the contractors. 6. Ensuring the construction activities are implements as per design in the field. 7. Assist in preparation of Project completion Report.	5 years	18
g	Electrical Engineer – 1 No	Electrical & Electronics Engineering Graduate with minimum 5 years experience	1. Design of Electrical/Instrumentation components 2. Review of Electrical design components of the project. 3. Appraisal of subprojects having electrical/instrumentation	5 Years	18

			component. 4. Assist Procurement 5. Oversee contract management and performance monitoring of the contractors. 6. Ensuring the construction activities are implements as per design in the field. 7. Assist in preparation of Project completion Report.		
h	**Automation and Insrumentation Engineer** for office and Site	Instrumentation Engineering Graduate with Minimum 5 years experience	1. Review of Instrumentation components of the Project. 2. Design of Electrical/Instrumentation components 3. Appraisal of subprojects having electrical/instrumentation component. 4. Assist Procurement 5. Oversee contract management and performance monitoring of the contractors. 6. Ensuring the construction activities are implements as per design in the field. 7. Assist in preparation of Project completion Report.	5 years	8

The minimum technical score required to pass is : 75 Points

Quality-Cost Ratio: 80:20. (Weight age for technical proposal evaluation is 80% and that for financial proposal is 20%)

Consultant's Organizational Set Up:

It is mandatory that the consultants provide adequate numbers of key personnel as given in TOR.

The BWSSB reserves the right to effect minor changes in the sub criteria depending on nature and scope of each sub-project.

SCHEDULE OF PAYMENT

1. The Consultants shall quote the price bid in the formats given. The quoted rate should include all cost like remuneration of experts and supporting staff, other expenses, profit, including all taxes at the rates applicable on date of submission of tender.

2. Construction Supervision, Inspection of Materials, and Review of Contractor's designs/ drawings

Breakup of Activities

Item No.	Particulars	Percentage to be released of total amount
1	Review of Contractor's designs and drawings	40%
2	Construction/ Laying of Pipeline Supervision and Monitoring	60%
	Total	**100% of Contract price**

Item-1- Review & Clearance of Contractor's designs and drawings: 40% of Contract price

Sr. No.	Particulars	Percentage to be released
1	On review of Process Design and Drawings	8%
2	On review of Mechanical, GA Drawings	8%
3	Electrical and Instrumentation GA Drawings	8%
4	On review of Structural Drawings	8%
5	On Completion of Equipment Inspection	8%
	Total	**40%**

Item-2 - Quality Supervision Monitoring on equal monthly instalments - 60% of Contract Price

The payment for construction supervision and monitoring shall be made proportionately in accordance with the R.A. bills raised by Contractor in the project for actual work done (Financial). Based on the executed cost in the particular period, consultancy fee for the payment shall be worked out in accordance with the approved consultancy fee. (In %) shall be paid. The payment shall be made on monthly basis.

INSPECTION OF MATERIALS DURING CONSTRUCTION PERIOD

The payment for inspection of materials and equipment shall be reimbursed by Contractor (Travel, DA and Food) at actual depending on visits and this cost should not be included in quoted price.

FORMAT FOR SUBMISSION OF FIRMS CREDENTIALS

The proposal should contain the following information in enclosed format attached at Appendix A.

- Year of establishment of firm
- Annual turnover in last five financial years

Note: The firm shall submit certificate of incorporation and audited balance sheet for the last five financial (FY 2018-19 to 2022-23).For claiming experience of relevant

projects, completion certificate/contract document/letter of award or other evidence from employer should be enclosed. The proposal should also contain the details of the key personnel viz., their name, qualification, expertise area, experience and years of association with the firm.

Appendix A

Firms Credentials

1. Name of the Consultancy Project being applied for:
2. Year of establishment of firm

Consultant	Year of Establishment	Type of Organization			
		Individual	Partnership	Corporation	Other

3. Office/business address/telephone numbers/cable address

4. Consulting firm's former name and year of establishment

5. Narrative description of firms (Use other sheet, if necessary)

6. Name of, not more than two (2) principals who may be contacted with title and telephone number/fax number

7. Financial Statement of the last five years

Sl.No.	Particulars	2018-201	2019-2020	2020-2021	2021-2022	2022-2023
1	Annual turnover from Consulting business					

Note:

i) The amount will be only through INR

ii) As per the Government order Consultancy service does not attract GST Charges.

UNDER TAKING REGARDING NON-DEBARMENT/ BLACKLISTING/ DETAILS OF LITIGATION HISTORY

We hereby undertake to confirm that our firm "----------"has **not** been Debarred/Blacklisted by any Central/State Government Agency or External Aided Lending agency as on the date of submission of bid. We also hereby undertake to confirm that our services have not been rescinded by any Central Government/ State Government Agency during the currency of a particular project during the past 5 year period. We further undertake to state that we do **not** have any litigation history.

Date: **Signature:_____**

Place: **Full name:**

Designation:

Name of the Firm:

Address:

(Authorized Signatory)

SECTION-4

APPENDIXB.FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-1	Technical proposal Submission Form
Appendix B-	Firm's References
Appendix B-3	Firm's comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Bangalore Water Supply And
Appendix B-4	Approach paper on methodology and work plan for performing the assignment
Appendix B-	Composition of the team and task(s) of each team
Appendix B-	Curriculum vitae of proposed professional staff
Appendix B-	Time schedule for deployment of professional personnel
Appendix B-	Activity (works) schedule

APPENDIX B-1

Technical Proposal Submission Form

From (Name of Firm) To: (Name and Address of Client)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Sir,

Subject: Project Monitoring Consultancy Services for the Work of (i) Design and Construction of New 10 MLD Capacity STP with SBR Technology in lieu of existing 5 MLD STP at Mallathahalli, (ii) Design and Construction of Up-Gradation of existing 20 MLD Capacity STP and Capacity augmentation to 35 MLD at Doddabele with SBR technology and Construction of New TSPS with inlet grit chamber of 15 MLD capacity, (iii) Design and Construction of New 10 MLD Capacity STP with SBR technology in lieu of existing 1 MLD STP at Kempambudhi (iv) Upgradation of existing 75 MLD Capacity Augmentation to 100 MLD at Mailasandra with Activated Sludge Process (ASP) Technology and Construction of New 25 MLD TSPS with Inlet Grit Chamber at Mailasandra, Bangalore.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____(Date), and our Proposal. We are hereby submitting our Proposal, as per RFP requirements.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any

Proposal you receive we remain,

Yours sincerely,

Authorized Signature

Name and Title of Signatory: Name of Firm:

Address:

APPENDIX B-2: FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Fi</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td rowspan="2">Start Date (Month/Year)</td><td rowspan="2">Completion Date (Month/Year)</td><td>No. of Staff-Months:</td></tr>
<tr><td>Approx. Value of Services (in Current INR)</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>Number of months of professional staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff involved:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: _____

Note: For claiming experience of projects undertaken as mentioned in the qualification criteria, copy of proof of experience must be enclosed.

APPENDIX B-3: COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON SERVICES AND FACILITIES TO BE PROVIDED BY THE BANGALORE WATER SUPPLY AND SEWERAGE BOARD

On the Terms of Reference: **1.**

2

.

3

.

4

.

On the services and facilities to be provided by Bangalore Water Supply and Sewerage Board:

1

.

2

.

3

.

4

.

APPENDIX B-4: APPROACH PAPER ON METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided in to the following three chapters:

a) Technical Approach and Methodology, Work Plan, and

c) Organization and Staffing,

(a) **Technical Approach and Methodology .** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible

working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form Appendix-B8.

(c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

APPENDIX B-5: COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER

1. Key professional staff and sub professional staff

Sl.No	Name	Position	Task
1 2 4			

2. Support Staff

Sl. No.	Name	Position	Task
1 2 3			

APPENDIXB-6: FORM AT OF CURRICULUM VIT AE(CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:

_____

Name of the firm:

_____

Name of Staff:

_____

Profession:

Date of Birth:

_____

Years with Firm / Entity: _____ Nationality: _____

Membership in Professional Societies:

_____

_____

Detailed Tasks Assigned:

_____

Key Qualifications: _____

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and location. Use about half a page)

Education:_____

(Summarize College / University and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page)

Employment Record: _____

(Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page)

Languages:

_____

(for each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading and writing)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

_____ Date: _____

(signature of staff member and authorized representative of the firm) Date / Mon / Year

Full name of staff

Member: _____

Full name of authorized representative of

Firm: _____

APPENDIX B-7: TIME SCHEDULE FOR KEY PROFESSIONAL AND SUB PROFESSIONAL STAFF

Sl.No.	Name	Position	Month wise Program (in the form of Bar Chart)[1st, 2nd etc., are months from the start			
			1st	2nd	3rd	Number of Months
1						Subtotal(1)
2						Subtotal(2)
3						Subtotal(3)
4						Subtotal(4)
-						-

APPENDEXB-8: ACTIVITY (WORKS) SCHEDULE.

Sl.No.	Item of Activity(Works)	Month wise Program (in the form of Bar Chart) [1st,2nd,etc.,aremonths from the start of assignment]											
1													
2													
3													
4													
-													
-													

SECTION 5. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL

Appendix C-1Financial Proposal Submission Form

Appendix C-2Price Bid (KPPP Portal submission)

Appendix C-3: Summary of costs

Appendix C-4Detailed breakup of costs (Breakup for the summary price quoted under Appendix C-3)

APPENDIX C-1: FINANCIAL PROPOSAL SUBMISSION FORM:

From (Name of Firm) _____ _____

_____

To:

The Engineer-in-Chief,
2nd Floor, Cauvery Bhavan
KG Road,
Bengaluru- 560009.

Subject: Project Monitoring Consultancy Services for the Work of (i) Design and Construction of New 10 MLD Capacity STP with SBR Technology in lieu of existing 5 MLD STP at Mallathahalli, (ii) Design and Construction of Up-Gradation of existing 20 MLD Capacity STP and Capacity augmentation to 35 MLD at Doddabele with SBR technology and Construction of New TSPS with inlet grit chamber of 15 MLD capacity, (iii) Design and Construction of New 10 MLD Capacity STP with SBR technology in lieu of existing 1 MLD STP at Kempambudhi (iv) Upgradation of existing 75 MLD Capacity Augmentation to 100 MLD at Mailasandra with Activated Sludge Process (ASP) Technology and Construction of New 25 MLD TSPS with Inlet Grit Chamber at Mailasandra, Bangalore.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____ [Date], and our proposal. Our attached financial proposal is for the sum of _____[Amount in words and figures].

Our financial proposal shall be binding upon subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e.,[Date].

Yours sincerely,

Authorized Signature:

Name and title of Signatory:

Appendix C2-FINANCIAL PROPOSAL (Price bid)

Description of services	Consultancy Fee (in	
	In	In words.
Project Monitoring Consultancy Services for the Work of (i) Design and Construction of New 10 MLD Capacity STP with SBR Technology in lieu of existing 5 MLD STP at Mallathahalli, (ii) Design and Construction of Up-Gradation of existing 20 MLD Capacity STP and Capacity augmentation to 35 MLD at Doddabele with SBR technology and Construction of New TSPS with inlet grit chamber of 15 MLD capacity, (iii) Design and Construction of New 10 MLD Capacity STP with SBR technology in lieu of existing 1 MLD STP at Kempambudhi (iv) Upgradation of existing 75 MLD Capacity Augmentation to 100 MLD at Mailasandra with Activated Sludge Process (ASP) Technology and Construction of New 25 MLD TSPS with Inlet Grit Chamber at Mailasandra, Bangalore		
a. Review of Contractor's designs and drawings		
b. Construction Supervision and Monitoring		
Total Cost excluding GST		

Important Note: The firms indicating financial price in the Technical proposal will not be considered for evaluation under any circumstances, financial price should be indicated only in the financial Proposal.

APPENDIX C 3: SUMMARY OF COSTS

Sl. No.	Description	Amount(INR)
i	**Remuneration for Key Professional staff (As**	
ii	**Their Duty/ Travel to Site**	
iii	**Office supplies, Utilities and communication**	
iv	**Laptops, Equipments, Documents, Printers and other expenses to be considered**	
	Total Cost (Cost for Evaluation)	

SECTION-6
Terms of Reference (ToR)

1. Background

It is to inform that, DPR and Cost Estimate for the following works has been approved from the Competent Authority after obtaining approval from Technical Committee and Estimate Scrutiny Committee and Board in its meeting dated: 25.03.2022.

Sl No.	Name of the Work	Contract Period
	VRISHABHAVATHY VALLEY STPs	
1	Work of Design and Construction of upgradation of existing 20 MLD Capacity STP and capacity augmentation to 35 MLD at Doddabele, Bangalore and construction of New ISPS of 15 MLD capacity and Operation and Maintenance for a period of Five (5) year on Turnkey Contract.	24 Months
2	Work of Design and Construction of New 10 MLD Capacity STP with SBR Technology in lieu of existing 5 MLD STP at Malathahalli, Bangalore with Operation and Maintenance for a period of Five (5) years on Turnkey Contract.	24 Months
3	Work of Design and Construction of New 10 MLD Capacity STP with SBR Technology in lieu of existing 1 MLD STP at Kempambudhi, Bangalore With Operation and Maintenance for a period of Five (5) years on Turnkey Contract.	24 Months
4	Design and Construction of Up-gradation of Existing 75 MLD capacity STP and capacity Augmentation to 100 MLD at Mailasandra with Activated Sludge process (ASP) Technology and Construction of New 25 MLD TSPS with Inlet Grit Chamber and Operation and Maintenance for a period of Five (5) years on Turnkey Contract.	24 Months

Further, as per the above approval, tender has been invited through KPPP Portal and published in the KPPP portal. Also, provision has been made in the main work estimate for Consultancy and Supervision Charges.

Since, the main STP work is costing more than Rs. 10 Crore and the Design built Construction of Sewage treatment plant requires proficiency review, advice, recommendations and supervision with an assortment of various fields in nature and thus, it is necessary to appoint Project Monitoring Consultants for their Services for the Design built STP works.

Post award of the contract, the scope of work for Project Monitoring Consultants are as follows:

1. Consultant has to review the proposals submitted by the Contractor for the Process.
2. Study the detailed working drawings for all aspects of the pump house/ WET WELL and STP with Biological Nutrient Removal prepared by contractor and offer comments and to recommend BWSSB to approve for execution

3. Consultant has to assist the Engineer & his team in monitoring day to day work in the contract, witness all the tests on Materials, equipment and process. Review all the reports, drawings etc., submitted by the Contractor and recommend to Employer & Engineer in approving
4. Supervision of work carried out by contractor and report monthly quality monitoring report for a period of 24 months. (Includes 21 months construction period & 3 months for Commissioning)
5. Attend the meetings conducted under this Project and preparation of the proceedings.
6. Scrutinize the methodology of execution and erection works and Commissioning of the plant.
7. Scrutiny of Contractor's submittals such as
   A. Process methodology adopted by the contractor for its guaranteed results.
   B. Work Schedule.
   C. Detailed Designs and Drawings for
      a) Process Drawing
      b) Hydraulic Drawing
      c) Civil Works
         i) Geo-Tech reports
         ii) Lab Testing Reports
         iii) Third Party Inspection Report
      d) Mechanical and Electrical Works
      e) Automation and Instrumentation Works
      f) Any other allied works
   D. Quality Assurance / Quality Control Plans.
8. Consultant shall support the employer & his engineer in administering the contract.
9. Supervision and Contract Management (on the Civil, Mechanical, Electrical, Instrumentation, Automation work etc.) including techno-legal advice in connection with the work.
10. Report and advise the client on progress at the site work.
11. Verification of BOQs prepared by the contractor based on the design and drawings and recommend for approval.
12. Attending joint testing with contractor and employer's engineer at site.
13. Scrutinize contractor's proposal for temporary work, if any, recommend for approval.

Assist the Engineer in monitoring the Commissioning activities of the Project along with finalizing the main contract portion.

2.0 OBJECTIVES OF THIS ASSIGNMENT

1. Analyze, design the construction drawings (Civil, Electrical, Mechanical and Instrumentation) for all aspects of the STP & Allied works, ISPS & allied works furnished by the contractor and offer comments and to recommend BWSSB to approve for execution.
   - On review of survey drawings and issue of drawings with respect to Sewage Treatment Plant and its allied works as mentioned above

- Analyse the Geo Technical Investigation carried out by contractors based on that preparing Civil GA, Mechanical GA and issue of Structural drawing & submission of design and civil/Electromechanical STP design and drawing, Pump capacity and complete.
- ISPS drawings verify and approval
- Pumping main & other unit design & Verification and approval of drawing
- Surge analysis verification and approval
- All drawings to be reviewed scrupulously as per contract conditions and shall co-ordinate with the firm for any clarifications as per bid document and ensure early clearance of the drawings is submitted in the interest of early completion of project
- As built drawing approval

2. Assist the Employer and Engineer in carrying out construction supervision, progress monitoring, quality control, testing, test check of invoices, resolution of claim, change in design, and taking over, and safety management of the work.
3. Inspect mechanical and electrical equipment at manufacturers works as and when required and submit an acceptance/rejection report for considerations of BWSSB engineers who will also witness such equipment inspection along with consultant's inspection engineer(s).
4. Prepare project schedule and render necessary assistance to BWSSB in monitoring the project and report monthly quality monitoring report for a period of months mentioned.
5. The consultant should ensure time bound completion of the works strictly as per the specifications laid down in the tender documents. They will also be responsible and assist the BWSSB Engineers for other project management related activities.
6. Attend the meetings conducted under this project and preparation of PPT, explaining the same and proceedings for the same
7. The scope of work as specified above are minimum & to be met as per Clients requirements. Any missing scope not specifically mentioned above but which are necessary for successful completion of the subject work in total shall be deemed to be included as per RFP conditions

3.0 SCOPE OF WORK

A. REVIEW OF DETAILED DESIGN AND DRAWINGS

- The consultant shall review proof check and furnish comments / advices / recommendations on the acceptability of detailed designs, drawings, data sheets, vender data, including all documents / data / design to be furnished by the contractor of the work at the time of construction / manufacture, erection, commissioning, testing of the works, till takeover

of the works by BWSSB in accordance with the conditions of contract applicable. The consultant shall continue to perform this activity till all the designs, drawings, furnished by the contractor are approved as good for construction by the BWSSB on the recommendations of the consultants. Review the design prepared by the contractor including the following:

- Process, hydraulic, BEP, plant layout, P&ID, mechanical and electrical, instrumentation and control systems, equipment design, hydraulic flow diagram and plant.
- Civil and Structural designs with reference to BIS and other codes applicable
- Any other Drawings/documents related to the project as per contract
- Equipment vendor design / drawings / data for all mechanical, electrical equipments instruments and systems
- Final civil/structural drawings and general assembly drawings for all works

B. PROJECT MANAGEMENT AND CONSTRUCTION SUPERVISION

1. Scrutinize construction methods proposed by contractor including environmental and safety issues.
2. Monitor the construction methods by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;
3. Supervise and Monitor construction work and every stage of Works as per the schedule.
4. Supervise construction works from start to finish by using the modern methods of control. Verify the setting out of the works done by the contractors and ensure that it is as per drawings and designs. Ensure that the works adhere to the levels, alignment and dimensions specified in the approved drawings and designs.
5. Establish Quality assurance system including verification of source of all the material and certification;
6. Supervise the works to ensure conformance of construction works and materials to relevant IS standards/ Bid specifications/Designs/drawings. Approve materials and quality of works based on test results produced by the works Contractor, factory inspection, site testing etc. (Quality control)
7. Factory Inspection of equipment under the project.
8. Monitor and achieve progress with reference to pre-fixed targets drawn up jointly with the Contractors and furnish monthly progress reports in the formats as decided in consultation with the BWSSB.

9. Inspect and certify that the works are completed according to the specifications on final completion before final settlement of bills.
10. Prepare completion of work report for all the works.
11. Obtain As-built drawings for all the works from the contractor, verify the correctness and furnish to the BWSSB. Obtain O&M manual from the contractor after completion and before commissioning the scheme.
12. Prepare monthly project progress reports describing the physical and financial progress of the work, highlighting impediments to the quality and progress of the works and remedial actions, for submission to the Client.
13. In case of dispute, arbitration arising during the PMC services consultants will assist the BWSSB.

4.0 DELIVERABLES

Monthly Physical and Financial Progress Reports - Describing works and services performed focusing on the designs, contractors' progress and performance, quality of works, financial status and projections highlighting issues encountered and possible remedies during the reporting month and scheduled activities to be submitted within a week of the end of the reporting period, i.e. last day of every month of beginning of supervision phase;

a. Quarterly Progress Reports and Annual Reports - Describing in detail the implementation progress of all project components with issues highlighted to be within a week of the end of the reporting period i.e. every quarter and end of year;

b. Contract Completion Reports –Draft completion report and Final Completion Report

c. Project Completion Reports

d. Periodic Statement of expenditure

e. Any other reports as per the contract and as required by the BWSSB.

5.0 Timeline

Work execution from the date of commencement of works by the contractor and also as per the award of the respective works contract period

6.0 Payments:

The quoted amount for the Project Management will be paid as follows:

Construction Supervision, Inspection of Materials, and Review of Contractor's designs/ drawings

Breakup of Activities

Item No.	Particulars	Percentage to be released of total amount
1	Review of Contractor's designs and drawings	40%
2	Construction Supervision and Monitoring	60%
	Total	**100% of Contract price**

Item-1- Review & Clearance of Contractor's designs and drawings: 40% of Contract price

Sr. No.	Particulars	Percentage to be released
1	On review of Process Design and Drawings	8%
2	On review of Mechanical, GA Drawings	8%
3	Electrical and Instrumentation GA Drawings	8%
4	On review of Structural Drawings	8%
5	On Completion of Equipment Inspection	8%
	Total	**40%**

Item-2 - Quality Supervision Monitoring on equal monthly instalments - 60% of Contract Price

The payment for construction supervision and monitoring shall be made proportionately in accordance with the R.A. bills raised by Contractor in the project for actual work done (Financial). Based on the executed cost in the particular period, consultancy fee for the payment shall be worked out in accordance with the approved consultancy fee. (In %) shall be paid. The payment shall be made on monthly basis.

Inspection of materials during construction period

The payment for inspection of materials and equipment shall be reimbursed by contractor (Travel, DA & TA, food) at actual depending on visits and this cost should not be included in quoted price.

8.0 Conditions

i. The PMC firm shall also include a minimum necessary office and support staff. The support staff may be asked to be withdrawn with due prior notice in case of stoppage of work for short duration for reasons beyond control. The PMC shall replace any staff on instruction by Client for poor performance etc.

ii. The consultant has to quote a lump sum amount for completion of all the tasks

iii. Depending upon the level of supervision required during various phases of implementation, the client shall request the consultant to modify the staffing plan. In such case, the consultant shall change the staffing schedule without any financial liability to the Board.

iv. Due to any reason whatsoever beyond the control of the client, if the work is stopped for more than 30 days, the consultant may demobilize the team with prior intimation to the client and mobilize the team / key personnel / support staff within 15 days upon request by the client to resume the work.

v. Due to any reason what so ever beyond the control of client, if the work extend beyond 24 months based on the situation, BWSSB may take appropriate action in this regard and Consultants shall not claim extra financial implication upto next 12 months.

vi. Due to stoppage of work @ any stage, BWSSB may ask consultant to demobilize the Consultant with 15 days notice and there shall not be any financial implication to Board from the Consultants due to this.

9.0 The Qualification and Experience Required for Key Staff

Sl. No.	Position	Qualification	Role and Responsibility	Relevant Experience	Total Man months
a	Team Leader– 1 No.	Post Graduate in Environmental Engineering with minimum 10 years Experience, 5 years Experience as team leader.	8. Responsible for overall management and administration of the project components during design & Construction 9. Construction Supervision, Quality monitoring, contract management 10. Establishment of Construction Management and Project performance monitoring and reporting System. 11. Assist in resolving contractual issue during implementation. 12. Preparation of progress as well as project completion report. 13. Scheduling and ensuring timely mobilization / demobilization of Team Members 14. Any other work assigned by Authority.	15 Years	24
b	Process Engineer – 1 No	Post Graduate in Environmental Engineering With Minimum 10 years experience, 5years experience as Process Engineer.	Review and make recommendation to STP designs submitted by contractors; Direct support engineers attending the designs, supervise process review during construction; Providing assessment and input during operation and maintenance during Deflect liability period; Review and contractor's proposed O&M supervision work program and training programs; Coordinate the contractor's commissioning works; Coordinate the contractor's O&M supervision and training; Monitor and assess the effect of training and instruct any improvement of training services if necessary	15 Years	12
c	Design Engineer – 1 No.	Post Graduate in Structural	6. Design of Wastewater Treatment Plant Works	15 Years	12

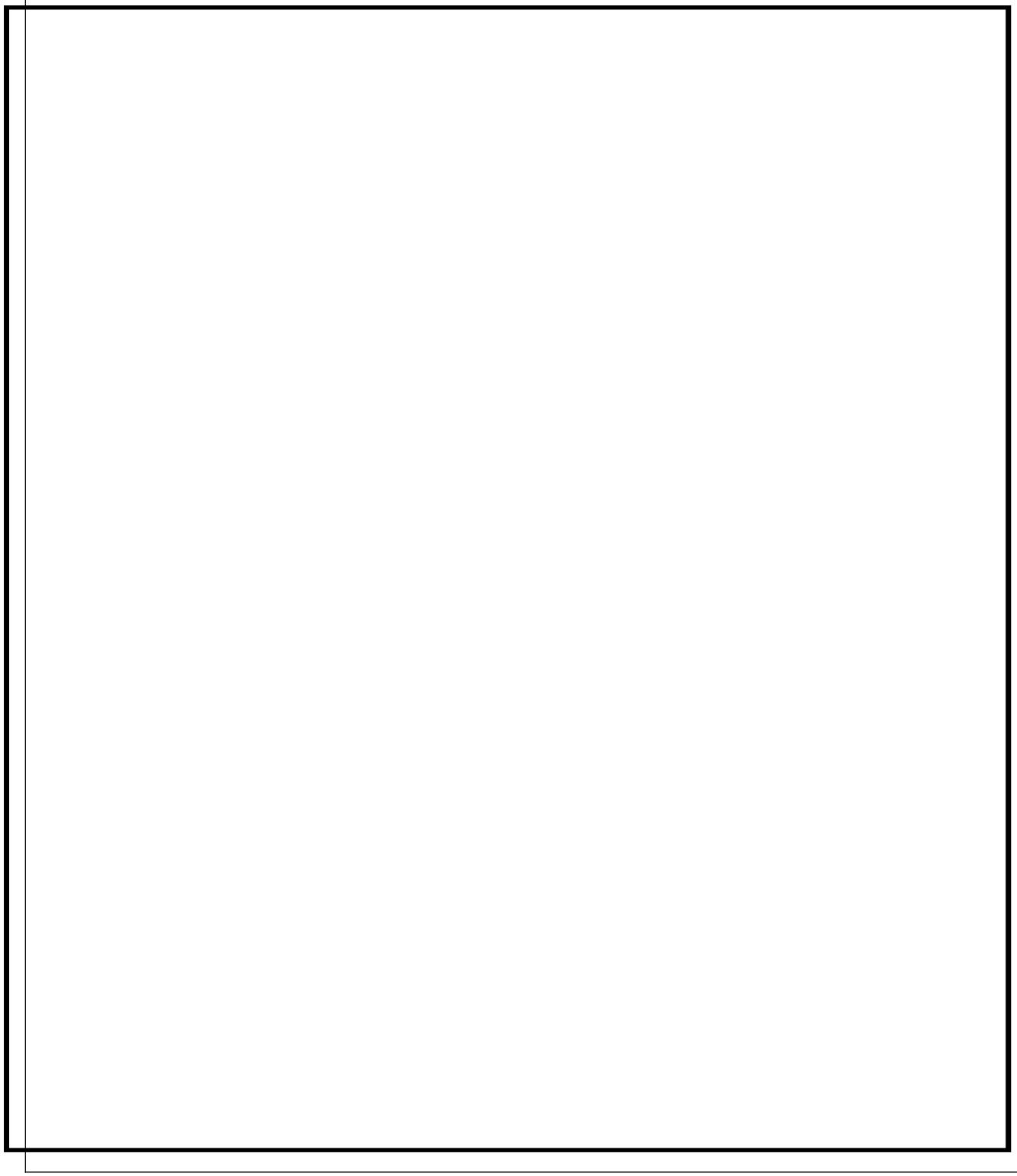
		Engineering with minimum 10 years Experience, 5 years Experience as Design Engineer	7. Appraisals of sub projects of STP works 8. Oversee contract management and performance monitoring of the contracts 9. Ensuring the construction activities are implemented as per design in field 10. Assist in preparation of Project completion Report		
d	Construction Manager for Construction Site – 2 Nos.	Civil Engineering Graduate with Minimum 10 years experience	• Responsible for construction management, quality assurance and implementation of works as per design; • Preparing progress reports • Preparing and updating Implementation Schedules, including coordination with Employer for implementation works; • Support the Employer in finalizing the variation orders, notices to the contractor as per the contract stipulations. • Support the Employer in undertaking required activities and documentation required for commissioning of project facilities and issuance of provisional or final acceptance certificates as per contractual terms and conditions • Monitor contract wise progress and against contract schedules, identify and bring into notice of the Employer any potential variations during implementation, assist the Engineer in recording the reasons for delay and identify remedial actions, if any • Ensure compliance of quality and specifications of contracts under implementation by witnessing regular tests etc Health and Safety Management at site	10 years	24
e	Civil Engineer – 2 Nos.	Civil Engineering Graduate with	6. Assists in construction Management 7. Assists the specialist in	5 years	24

		Minimum 5 years experience	management, Design and supervision of Sub projects 8. Responsible for site supervision, quality assurance and administration of the contract under the project for the assigned sub projects. 9. Supervise the construction activity appropriately, implementation of work as per design. 10. Assist BWSSB at decision level by site engineers in certifying the quality aspect of work for the interim and Final Bills. Contract Management and Performance monitoring of the contractors.		
f	Mechanical Engineer – 2 Nos.	Mechanical Engineering Graduate with Minimum 5 years experience	8. Design of Mechanical components 9. Review of Mechanical design components of the Project. 10. Appraisal of subprojects having mechanical component. 11. Assist Procurement 12. Oversee contract management and performance monitoring of the contractors. 13. Ensuring the construction activities are implements as per design in the field. 14. Assist in preparation of Project completion Report.	5 years	18
g	Electrical Engineer – 1 No	Electrical & Electronics Engineering Graduate with minimum 5 years experience	8. Design of Electrical/Instrumentation components 9. Review of Electrical design components of the project. 10. Appraisal of subprojects having electrical/instrumentation component. 11. Assist Procurement 12. Oversee contract management and performance monitoring of the contractors. 13. Ensuring the construction activities are implements as per design in the field. 14. Assist in preparation of Project completion Report.	5 Years	18

h	**Automation and Insrumentation Engineer** for office and Site	Instrumentation Engineering Graduate with Minimum 5 years experience	8. Review of Instrumentation components of the Project. 9. Design of Electrical/Instrumentation components 10. Appraisal of subprojects having electrical/instrumentation component. 11. Assist Procurement 12. Oversee contract management and performance monitoring of the contractors. 13. Ensuring the construction activities are implements as per design in the field. 14. Assist in preparation of Project completion Report.	5 years	8

Note:

1. Only Personnel mentioned in Key Professional Staff will be considered for evaluation in Technical Proposal.
2. All key professional staff shall be permanent employee of the firm for not less than 6 months in the organization.
3. Sub professional staff CV's need not to be submitted.
4. **The number of input for Key professional staff i**ndicated in the above table is the minimum required and the consultants are free to propose any additional experts or man months to meet the objectives of this consultancy assignment. The consultants are free to propose support staff and/or key experts to fulfill the scope of work and, but covering the minimum staff inputs specified in the RFP.
5. Administrative staff personnel (as per Consultant requirement) are also not evaluated in Technical Proposal. But the financials of these positions are not considered in Financial Proposal.
6. Maximum age limit for all key professional experts is 65years.
7. The experiences of key professional experts are preferred to be in Treatment Plants/ Pumping mains related Projects.
8. No Mobilization payment is admissible under the PMC.
9. Once immediately after Agreement Key Professional staffs CV's shall be submitted for approval and for immediate Mobilization of the same.



INDEX

CONTEN	PAGE NO.	
I	FORM OF CONTRACT	
II	GENERAL CONDITIONS OF CONTRACT	
	1. General Provisions	
	1.1 Definitions	
	1.2 Law Governing the Contract	
	1.3 Language	
	1.4 Notices	
	1.5 Location	
	1.6 Authorized Representatives	
	1.7 Taxes and Duties	
	2. Commencement, Completion, Modification, and	
	2.1 Effectiveness of Contract	
	2.2 Commencement of Services	
	2.3 Expiration of Contract	
	2.4 Modification	
	2.5 Force Majeure	
	2.5.1 Definition	
	2.5.2 No Breach of Contract	
	2.5.3 Measures to be taken	
	2.5.4 Extension of Time	
	2.5.5 Consultancy	
	2.6 Termination	
	2.6.1 By the Client	
	2.6.2 By the Consultants	
	2.6.3 Concession of Rights and Obligation	
	2.6.4 Concession of Services	
	2.6.5 Payment upon Termination	
	2.6.6 Dispute about Events of Termination	

	3. Obligations of the Consultants	
	3.1 General	
	3.2 Conflict of Interest	
	3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.	
	3.2.2 Consultants and Affiliates not to be otherwise interested in Project	
	3.2.3 Prohibition of Conflicting Activities	
	3.3 Confidentiality	
	3.4 Insurance to Be Taken Out by the	
	3.5 Consultants' Actions Requiring Client's Prior	
	3.6 Reporting Obligations	
	3.7 Documents Prepared by the Consultants to be the	
	4.Consultants' Personnel	
	4.1 Description of Personnel	
	4.2 Removal and/or Replacement of Personnel	
	5. Obligations of the Client	
	5.1 Assistance and Exemptions	
	5.2 Access to the land	
	5.3 Change in the Applicable Law	
	5.4 Services and Facilities	
	5.5 Payments	
	5.6 Counterpart Personnel	
	6. Payments to the Consultants	
	6.1 Lump sum Remuneration	
	6.2 Contract Price	
	6.3 Terms and Conditions of Payment	

	7. Fairness & Good faith	
	7.1 Good faith	
	8. Settlement of Disputes	

III	SPECIAL CONDITIONS OF CONTRACT		
IV	APPENDICES		
	Appendix - A	Description of the Services	
	Appendix - B	Reporting Requirements	
	Appendix -	Key Personnel and Sub-Consultants	
	Appendix -	Services and Facilities Provided by	
	Appendix - E	Form of Bank Guarantee for Advance Payment/ Performance security Deposit.	

I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made on the_____day of the month of_____, 2022, between, on the one hand, (herein after called the "Client") and, on the other hand,_____ (hereinafter call the "Consultants").[* Note: If the consultants consist of more than one entity in case of an Association, the above should be suitably amended].

WHEREAS:

(d) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(e) The Consultants, having represented to the Client that they have the required professionalskills,andpersonnelandtechnicalresources,haveagreedt o provide the Services on the terms and conditions set forth in this contract ;

(f) The Client has received [or has applied for] funds from the GOK and funding agencies towards the cost of the Services and intends to apply a portion of the proceeds of this fund to eligible payments under this contract.

NOW THEREFORE the parties hereto hereby agree as follows:

(c)

(b)

1. The following documents attached hereto shall be deemed to form an integral part of this contract:

(a) The General Conditions of Contract (herein after called "GC"); The Special Conditions of Contract (hereinafter called "SC"); The following Appendices:

[Note: If any of these appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix]

Appendix- A: Description of the Services_____ Appendix- B: Reporting Requirements _____ Appendix- C: Key Personnel and Sub-consultants_____ Appendix- D: Services and Facilities Provided by Client_____ Appendix- E: Form of Guarantee for Performance Security ____

_____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the contract; and

(b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1 GENERAL PROVISIONS:

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings;

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Karnataka as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause-

(e) 6;

(d) "Foreign Currency" means any currency other than the Indian currency; "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka and Government of India;

(g) "Local currency" means the Indian Rupees.

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this contract;

(i) "Party" means the Client or the Consultants, as the case maybe, and Parties means both of them;

(j) "Personnel"meanspersonshiredbytheconsultantsorbyanySub-consultantasemployeesandassignedtotheperformanceofthe Services or any part thereof;

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be per formed by the Consultants pursuant to this Contract as described in Appendix-A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as

between the Employer and the Consultants. The Consultants, subject to this contract, have complete charge of personal and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.2 Law Governing the Contract:

This contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Law.

1.3 Language:

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

Headings:

The headings shall not limit, alter or affect the meaning of this Contract. 1.4Notices;

1.4.1. Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such party at the address specified in the SC.

1.4.2. Notices will be deemed to be effective as specified in the SC.

1.4.3. A Party may change its address for notice hereunder by giving the other party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.4.2.

1.5 Location:

TheServicesshallbeperformedatsuchlocationsasarespecifiedin Appendix-Aand,where the location of a particular task is not so specified, at such locations, whether in the jurisdiction of(NI&NW)or elsewhere, as the client may approve.

1.6 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties:

Unless otherwise specified in the SC, the Consultants, sub-consultants and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the Contract Price.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Effectiveness of Contract:
This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.1.1 Termination of Contract for Failure to Become Effective If this contract has not become effective within such time period after the date of the contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither party shall have any claim against the other Party with respect hereto.

2.2 Commencement of Services:

The consultants shall begin carrying out the Services within ten (10)days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract:

Unless terminated earlier pursuanttoClause2.6,this contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.3.1 Entire Agreement:

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the parties shall not be bound or be liable for, any statement, representation, promise or agreement not set forth herein.

2.4 Modification:

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the parties and shall not be effective until the consent of the competent authority is obtain.

2.5 Force

Majeure; 2.5.1

Definition;

For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract:

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and(b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days falling the occurrence and such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.5.4 Extension of Time:

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.5 Consultation:

Not later than thirty(30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.5.6 Suspension:

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants here under if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension(i) shall specify the nature of the failure, and (ii)shall request the Consultants to remedy such failure within a period not exceeding thirty(30) days after receipt by the Consultants of such notice of suspension.

2.6 Termination:

2.6.1 By the Client:

The Client may terminate this Contract, by not less than thirty(30) day's written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through(d) of this Clause2.9.1andsixty (60) days' in the case of the event referred to in(e):

(a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing ;

(b) If the Consultants become (of, if the Consultants consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC.8

(d) if the Consultants submit to the Employer a statement which has a material effects on the rights, obligations or interests of the Employer and which the Consultants know to be false.

(e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(a) If the consultant, in the judgment of the Client has engaged incorrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultant (Prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

2.6.2 By the Consultants:

The Consultants may terminate this contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b)of this clause 2.9.2.

(a) If the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause- 7 hereof within forty five(45) days after receiving written notice from the Consultants that such payment is overdue; or

(b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;

(c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty(60) days, or.

(d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC.8hereof.

2.6.3 Cessation of Rights and Obligations

Upon termination of this contract pursuant to Clause GC2.1.1 or GC2.6 hereof, or upon expiration of this contract pursuant to Clause GC2.3 hereof, all rights and obligations of the Parties here under shall cease, except;

(i) Such rights and obligations as may have accrued on the date of termination or expiration.

(ii) The obligations of confidentiality set forth in Clause GC 3.3 hereof;

(iii) The Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.4.1 hereof; and

(iv)Any right which a Party may have under the Applicable Law. 2.6.4Cessation of Services

2.6.4 Upon termination of this Contract by notice of either Party to the other pursuant to Clause GC2.6.1 or GC2.6.2. here of, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clauses GC3.7 or GC3.10 hereof.

2.6.5 Payment upon Termination;

Upon termination of this Contract pursuant to Clause2.6.1or2.6.2,the Client shall make the following payments to the Consultants;

a) (a) Remuneration pursuant to Clause 6 for services satisfactorily performed prior to the effective date of termination;

b) (b) Reimbursable expenditures pursuant to Clause GC6 here of for expenditures actually incurred prior to the effective date of termination, and

c) (c) Except in the case of termination, pursuant to paragraphs (a) and (d) Clause 2.9.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.6.6 Disputes about Events of Termination

If either, party disputes whether an event specified in paragraphs (a) through (c) of Clause GC2.6.1 or in Clause GC2.6.2. here of has occurred, such Party may, within forty-five(45) days after receipt of notice of termination from the other Party, refer them after to dispute settlement pursuant to Clause GC8 hereof.

3 OBLIGATIONS OF THE CONSULANTS:

3.1 General:

3.1.1 Standard of performance

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with sub-consultants or third parties.

3.1.2 Law Governing Services:

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the personnel of the Consultants and any Sub-consultants, comply with the Applicable Law.

3.2 Conflict of Interests:

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contractor the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to Be Otherwise Interested in Project:

The Consultants agree that, during the term of this contract and after its termination, the Consultants and their affiliates, as well as any sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities:

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities.

(a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this contract ; or

(b) After the termination of this contract, such other activities as may be specified in the SC.

3.3 Confidentiality:

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.3.1 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.4 Insurance to be taken out by the Consultants:

The Consultants(a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultant's, as the case may be) own cost but on terms and conditions approved by

the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.4.1 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, here under, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred in the SC), (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

3.5 Consultant's Actions Requiring Client's Prior Approval:

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions;

(a) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Consultants"), and

(b) Any other action that may be specified

in the SC. 3.6 Reporting obligations:

The consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the consultants to be the Property of the Client:

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.4.1 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

4 CONSULTANTS' PERSONNEL:

General

The Consultants shall employ and provide such qualified and experienced personnel and sub-consultants as are required to carry out the Services.

4.1 Description of Personnel:

(a) a) The titles, agreed job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Employer his/her

name is listed as well.

b) If (b) required to comply with the provisions of clause GCC 3.1.1.hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Employer, provided (i)that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% and(ii)that the aggregate of such adjustments shall not cause payments under this contract to exceed the ceilings set for thin ClauseGC6.1.(b) of this contract. Any other such adjustments shall not be made without the Employer's written approval.

c) If (c) additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.1.1 Approval of personnel

The Key Personnel and sub-consultants listed by title as well as by name in Appendix C as hereby approved by the Employer. In respect of other Key Personnel which the Consultants propose to use in carrying out the Services, the Consultants shall submit to the employer for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government). The consultant key personnel should not be an Ex-Employee of any Government Organization. If the Employer does not object in writing (stating the reasons of the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the Employer.

4.1.2 Working Hours, Overtime, leave etc.

(a) Working hours and holidays for key personnel are set forth in Appendix C hereto. To account for travel time, foreign personnel carrying out Services inside India shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival(or after their departure from).

(b) The key personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C here to, and except as specified in such Appendix, the Consultants remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.2 Removal and /or Replacement of Personnel:

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the

reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the consultants shall forth with provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the personnel provided as a replacement under Clauses(a)and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree,(i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and(ii) there numeration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

4.2.1 Resident Project Manager.

If required by the SC, the Consultants shall ensure that all times during the Consultants' performance of the Services in India a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

5 OBLIGATIONS OF THE EMPLOYER:

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the CE (P) shall:

(a) Assist the consultants, sub-consultants and personnel with such documents as shall be necessary to enable the consultants, sub-consultants or personnel to perform the services.

(b) Assist for the personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry documents required for their stay in India.

(c) Issue to officials, agents and representatives of the **Engineer in Chief, BWSSB** all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services.

(d) Assist the consultants and the personnel and any sub-consultants employed by the consultants for the services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.

(e) Grant to the consultants, any sub-consultant and the personnel of either of them the privilege, pursuant to the Applicable Law, of

bringing into Government's country reasonable amounts of foreign currency for the purpose of the services or for the personnel use of the personnel and their dependents and of withdrawing any such amounts as may be earned herein by the personnel in the execution of the services; and

(f) Provide to the consultants, sub-consultants and personnel any such other assistance as maybe specified in the SC.

5.2 Access to Land:

The Employer warrants that the consultants shall have, free of charge, unimpeded access to all land in the respective GP/ULB's limit in respect of which access is required for the performance of the services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the consultants and each of the personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the consultants or any sub-consultant or the personnel of either of them.

5.3 Changes in the Applicable Law.

If, after the date of this contract, there is any change in the Applicable Law with respect to taxes and duties which increase or decreases the cost or reimbursable expenses incurred by the consultants in performing the services, then the remuneration and reimbursable expenses otherwise payable to the consultants under this contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1.(b).

5.4 Services, Facilities and Property of the Employer

The Employer shall make available to the Consultant and the personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix Eat the times and in the manner specified in said Appendix E, provided that if such services, facilities and property shall not be made available to the consultants as and when so specified, the parties shall agree on (i) any time extension that it may be appropriate to grant to the consultants for the performance of the services, (ii) the manner in which the consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the consultants as a result thereof pursuant to Clause GC 6.1.(c) hereinafter.

5.5 Payment

In consideration of the services performed by the consultants under this contract, the employer shall make to the consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 Counterpart Personnel

If so provided in Appendix E hereto, the Employer shall make available to the consultants, as and when provided in such Appendix E, and free of charge, such counterpart personnel to be selected by the Employer, with the Consultants' advice, as shall be specified in such Appendix E. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to

perform adequately any work assigned to him by the consultants which is consistent with the position occupied by such member, the consultant may request the replacement of such member, and the employer shall not unreasonably refuse to act upon such request.

6 PAYMENTS TO THE CONSULTANTS:

6.1 Lump Sum Remuneration:

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum paid as per schedule of payment including all staff costs, sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A.

6.2 Deleted

6.3 Contract Price:

(a) The price payable in local currency is set forth in the SC. 6.4 Terms and Conditions of Payment:

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC.

6.5 Additional payment shall be made to the Consultant for the extended time limit/ original Contract duration. This will be worked out based on the actual expenditure, overheads, social charges and other related expenses for the duration of extended period.

7 FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

8 SETTLEMENT OF DISPUTES: AS PER ARBITRATION PROCEDURE AS SPECIFIED IN THE SPECIAL CONDITIONS OF CONTRACT

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

8.3. Accountability

8.3.1 The detailed project report / tender documents / designs of the structure / part of a structure shall be to the standards. Deficiency in the designs / structural designs / detailing if any will be the responsibility of the consultant whether noticed during construction / part completion of a particular structure / component or completion of the entire structure.

8.3.2 The additional cost if any for implementing any change or rectifications due to fault or deficiency in design will have to be borne by the design consultant.

8.3.3 In addition BWSSB reserves the right to recover the performance security amount vested with BWSSB in the form of Bank guarantee given by the consultant against performance guarantee.

9. Penalty

9.1 The client reserves the right to levy an additional penalty upto 10% of the total consultancy fee for non-performance of a particular task / entire task in accordance with the programme furnished by the consultant. The penalty will be deducted from each bill received from the consultant.

III. SPECIALCONDITIONSOFCONTRACT

Number of Amendments of, and Supplements to, GC Clause* Clauses in the General Conditions of Contract

1.3 The Language is: English

1.4 The Addresses are:

Employer:

BWSSB

Bangalore

Phone No.

Fax:

Consultants

: Attention: _____

Telephone: _

Facsimile : _____

_

_____

_

_____

Special Conditions of Contract

1. Notice will be deemed to be effective as follows:

   (a) In the case of personal delivery or registered mail, on delivery,

   (b) In the case of facsimiles, 24hours following confirmed

transmission 1.2 The Authorized Representatives are:

For the Client: Executive Engineer (WWM-P-V.V), For the Consultant firm:

1.3 Taxes and Duties:

1.3.1 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India.

The consultants and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.3.2 For foreign Consultants/personnel:

The client warrants that the client shall pay on behalf of the consultants and the Personnel any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the consultants and the Personnel in respect of:

(a) Any payments made to the Consultants, Sub-consultants, and the Personnel of either of them (other than Indian nationals or foreign nationals now permanently residing in India), in connection with the carrying out of the Services;

(b) Any equipment, materials and supplies brought into India by the Consultants or Sub-consultants for the purpose of carrying out the Services and which, after having been bought into such territories, will be subsequently withdrawn there from by them;

(c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the client and which is treated as property of the client;

(d) Any property brought into India by the Consultants, any Sub-consultants, and the Personnel of either of them (other than Indian national or permanent residents of India),or the eligible dependents of such personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from India, provided that;

(1) the consultants sub-consultants and Personnel, and their dependents, shall follow the usual customs procedure of Government in importing property into India; and eligible the

(2) If the consultants, Sub-consultants or personnel, or their eligible dependents, do not withdraw but dispose of any property in India upon which customs duties and taxes have been exempted, the consultants, Sub-consultants or Personnel, as the case may be,

(i) Shall bear such customs duties and taxes in conformity with the regulations of the Government.

or

(ii) Shall reimburse them to the client if they were paid by the client at the time the property in question was brought into the Government's country.]

2. Commencement of Contract

2.1The date on which this Contract shall come into effect is: The date of on which contract is signed or the date of issue of Notice to Proceed with the work.

2.2 The date for commencement of services is from date of issue

of work order.

2.3 Project Completion is (24) months from the effective date of

Contract.

3.3.1 Limitations of Consultant's liability towards the Employer.

(a) Except in case of fraud or willful misconduct on the part of the Consultants or on the party of any person or firm acting on behalf of the consultants in carrying out the services, the consultants, with respect to damage caused by the consultants to their Employer's property, shall not be liable to the Employer:

(i) For any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds (A) the total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants here under, or(B)the proceeds the Consultants maybe entitled to receive from any increase maintained by

The Consultants to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the consultants 'liability, if any, for damage to Third parties caused by the consultants or any person or firm acting on behalf of the consultants in carrying out the services.

3.4 The risks and the coverage shall be;

1.Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

2. Third Party liability insurance, with a minimum coverage for **Rs.10.00 lakhs** for the period of Consultancy.

3. Employer's liability and worker's compensation insurance in respect of the Personnel of the consultants and of any sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

4. Professional liability insurance, with a minimum coverage of equal to total contract value for this consultancy; and

5. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of

the Services.

3.5 The other sections are: (i) Taking any action under a civil works contract designating the Consultants as "Engineer" for which action, pursuant to such civil works contract, the written approval of "Employer" is required.

3.6 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

3.7 The person designated as Team Leader in Appendix C or a person nominated by the Consultant, shall serve in that capacity as specified in GCC Clause 4.2.1

3.8 The payment to the consultant shall be made as per the schedule of payment, regularly by concerned Executive Engineer.

4. The following provisions shall apply to the payment.

This is a lump sum contract with milestone payments.

5 Arbitration

5.1 General Conditions of Dispute Adjudication Board Agreement

If any dispute arises between the parties in connection with, or arising out of, the Contract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:

a. Engineer in Chief, BWSSB as Employer representative,
b. The " Consultancy", and
c. The "Member" third party who is being identified/nominated jointly by both Employer and Contractor.

If either party is dissatisfied with the DAB's decision, then either Party may, within 28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision within period prescribed, then either party may, within 28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.

5.2 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at ***Bangalore***, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration,
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

V APPENDICES

Appendix-A Description of the Services (Based on TOR)

(Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client etc.)

Appendix-B Reporting Requirements

(List format, frequency and contents of reports; persons to receive them, dates of submission, number of copies, etc .If no reports are to be submitted, state here "Not applicable")

Appendix-C

Key Personnel and Sub-consultants (Refer Clause 4.1 of the Contract)

List under: C-1 Titles (and names, if already available), detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff-months for each.

C-2 Deleted.

C-3 List of approved Sub-consultants (if already available): same information with respect to their Personnel as in C-1.

C-4 Same information as C-1 for Key Local Personnel.

Appendix-D

Services and Facilities Provided by the Client

Appendix–E

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(On non-Judicial Paper Of Appropriate Value)

To:_____(nameofEmployer) _____(address of Employer) WHEREAS_____(name and address of Contractor) (herein after called "the Contractor") has undertaken, in pursuance of Contract No.___dated _____to execute_____(name of Contract and brief description of Works) (hereinafter called "the Contract"); AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such as Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf

Of the Contractor , up to a total of_____(amount of Guarantee)_(amount in words), such sum being payable in the types and proportions- of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of guarantee) as afore said without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until a date 28 days from the date of issue of the Taking-Over Certificate.

SIGNATURE AND SEAL OF THE

GUARANTOR Name of Bank

_____

Address_____

Date_____

Price Bid Breakup details to be submitted as mentioned below:

Sl.No.	Key Experts	unit	Qty
a	Review of design drawing and documentation of civil, mechanical, Electrical and instrumentation, process hydraulic flow diagram etc., pre commissioning and post commissioning tests, review of as built drawings etc., completion of work	LS	1.00
b	Supervision Manpower		
1	Manpower Team Leader cum Project Manager	Man month	24.00
2	Process Expert – Sewage Treatment	Man month	12.00
3	Design engineer – Civil / Structural	Man month	12.00
4	Construction Manager 2 Nos.	Man month	24.00
5	Civil Engineer 2 Nos.	Man month	24.00
6	Mechanical Engineer 2 Nos.	Man month	18.00
7	Electrical cum Instrumentation Engineer 1 No.	Man month	18.00
8	Automation and instrumentation Engineer 2 Nos.	Man month	8.00
9	Auto Cad and Draftsman	Man month	24.00
10	Office Assistants	Man month	24.00
11	Duty travel to site	months	24.00
12	Office Expenses, stationeries, printing etc.,	months	24.00
13	Contingency charges, travel insurance	Ls	1.00

Note: Breakup in the above format to be submitted during the negotiation and

should be included as a part of the Contract Agreement